

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA**

CIVIL ACTION NO: 3:11-CV-095-FDW-DCK

MARC HUBBARD

Plaintiff,

v.

J P MORGAN CHASE BANK, N.A.

Defendant

**PLAINTIFF'S RULE 26(a)(1)
INITIAL DISCLOSURES**

Plaintiff hereby serves the following initial disclosures as required pursuant to Federal Rules of Civil Procedure 26(a)(1):

A(i). Name, address, and telephone number of each individual likely to have discoverable information—along with the subject of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment.

1. Marc Hubbard, Plaintiff
2. Century 21 Emert Realty, Inc.
4430 Rockstream Drive
Charlotte, NC 28201
(Telephone unknown)
3. Elijah Stewart
5206 Terrace Arbor Circle

Midlothian, VA 23112

(Telephone unknown)

4. Century 21 Real Estate, LLC

On Campus Drive

Parsippany, NJ 07054

(Telephone unknown)

5. Rick Emert

4430 Rockstream Drive

Charlotte, NC 28201

(Telephone unknown)

A(ii). A copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.

Plaintiff is in possession and/or control of documents showing his agreement with Rick Emert and Elijah Stewart, and the labor and materials he provided to the property which is the subject of this law suit.

A(iii). A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure on which each computation is based, including materials bearing on the nature and extent of injuries suffered; and

Plaintiff's computation of damages is based on the bills he incurred for providing labor and materials to improve the real estate that is the subject of this law suit.

A(iv). For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made satisfy the judgment.

Not applicable.

Respectfully submitted,

This the 25 day of April, 2011.

s/s/ J. Neal Rodgers
J. Neal Rodgers
State Bar No: 20587
Law Officers of J. Neal Rodgers
901 Central Avenue
Charlotte, NC 28204
Neal@jnroderslaw.com
704-392-4111

Attorney for Marc Hubbard

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on April 25, 2011, a true and correct copy of the foregoing document was filed electronically using the Court's Electronic Case Filing System. A Notice of Electronic Filing will be sent by electronic mail to all counsel of record by operation of the Court's Electronic Filing System, as follows:

Julia B Hartley
NC Bar No.: 35188
Christina Hunoval
NC Bar No.: 37197

Nelson Mullins Riley &
Scarborough, LLP
Bank of American Corporate Center
100 N. Tryon Street Suite 4200
Charlotte, NC 28202
Ph: 704.427-3000
Fax: 704-377-4814
E mail: Christina.hunoval@nelsonmullins.com
E mail: Julia.hartley@nelsonmullins.com

Attorneys for Defendant J P Morgan Chase Bank, N.A.

By: s/s/ J. Neal Rodgers
J. Neal Rodgers
State Bar No: 20587
Law Officers of J. Neal Rodgers
901 Central Avenue
Charlotte, NC 28204
Neal@jnroderslaw.com
704-392-4111

Attorney for Marc Hubbard